

**TRANSFER
TAX
PAID**

WARRANTY DEED

38-197

Philip A. Rowe of Waterville, Kennebec County, Maine for consideration paid grants to Carissa M. Flagg and James E. O'Connor, both of Rome, Kennebec County, Maine (whose mailing address is 1023 Watson Pond Road Apt. 8, Rome, ME 04963) with Warranty Covenants, as joint tenants, the following described real estate:

A certain lot or parcel of land, together with the buildings and improvements located thereon, situated in ~~Waterville~~ Kennebec County, Maine, being more particularly bounded and described as follows:

Being a part of land developed under the name of Silvermount, said lot being numbered sixty-eight (68) on the Revised Plan of Silvermount made by Harry F. Green, Civil Engineer, on May 16, 1946, which revised plan is on file in the Kennebec County Registry of Deeds in Plan Book 15, Pages 11 and 12, and to which plan reference is made for a more particular description of said lot.

Subject, however, to the following restrictions numbered 1 to 8 which will be binding upon all persons claiming or holding under or through grantee, for a period extending to January 1, 1960, and which, until said date, shall be deemed as covenants running with the title to said land.

1. That said land shall be used only for residential purposes and not more than one residence and the out buildings thereof, such as garage, shall be allowed to occupy said land or any part thereof, at any one time, nor shall said lot be subdivided or sold or leased in parcels, nor shall any building at any time situate on said land be used for business or manufacturing purposes; that no out buildings shall be occupied as a residence prior to the construction of the main building.
2. That no house for more than two (2) families shall be built upon said land and that no single house costing less than six thousand (\$6,000.00) dollars and no double dwelling house costing less than eight thousand (\$8,000.00) dollars shall be built upon said land, and that no building shall be erected or placed on any part of said land nearer to the line of any street upon which said land abuts than twenty-five (25) feet.
3. That all out buildings, including garages, shall not be erected nearer than twenty-five (25) feet from the street line upon which the house to be constructed on said lot shall face, and at least twenty-five (25) feet from any side street, unless said garage is attached to and made a part of the house in which event it shall not be nearer any side street than twenty-five (25) feet.
4. That no placards or advertising signs other than such as relate to the sale or leasing of said lot, shall be erected or maintained on said lot or any building thereon.
5. That no fences or construction of any kind shall at any time be erected in any position to interfere with the view from residences on adjoining lots.

3) Tr. B Corp

6. That no cows, horses, goats, swine, hens, or dog kennels shall at any time be kept or maintained on said lot or in any building thereon.

7. That if the owner of two or more contiguous lots purchased from the developer desires to improve said lots as one lot, that insofar as such contiguous lots are concerned, the foregoing covenants of restrictions shall be construed as applying to a single lot.

8. Said lot is conveyed with the foregoing restrictions which are conditions of the conveyance affixed to and running with the land; and applicable to all lots hereafter to be sold by the developer in a plot of land known as Silvermount, and for a violation of the term thereof, or any of them by the said grantee, or any person holding or claiming by, under or through the aforesaid grantee, the right is expressly reserved to the developer and his assigns, or the owner of any lot in the plot of land known as Silvermount to proceed at law or in equity to compel compliance with the terms thereof, the developer does not hold himself responsible for the enforcement of the foregoing restrictions.

Together with a right of way in common with others over the streets as shown on Plan of Silvermount, except that it is understood that this deed does not convey to the within grantee any rights in reference to that portion of the street shown on Plan of Silvermount lying between lot sixty-six (66) on the north side and lot sixty-seven (67) and lot sixty-eight (68) on the south side, said proposed road as shown on original plan of Silvermount having been eliminated by reason of a relocation of lot sixty-seven (67) and lot sixty-eight (68), said relocation being shown by the Revised Plan above referred to made by Harry E. Green, Civil Engineer, on May 16, 1946.

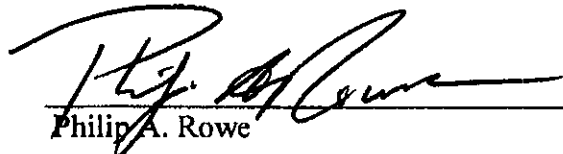
For grantor's source of title, reference may be had to a deed from Melissa L. Rowe to the grantor herein, dated April 26, 2006, recorded in Kennebec Registry of Deeds, Volume 8877, Page 177. Further reference may be had to a deed from Silvermount, LLC to Philip A. Rowe and Melissa L. Rowe, recorded on December 12, 2005 in Kennebec Registry of Deeds in Book 8724, Page 255.

Any and all other rights, easements, privileges and appurtenance belonging to the granted estate are hereby conveyed.

This conveyance is made subject to the property taxes assessed against the premises which said taxes are to be prorated between the parties hereto as of the date of delivery of this deed in accordance with 36 M.R.S.A., sec. 558.

Witness my hand and seal this 25th day of April, 2008.

WITNESS:


Philip A. Rowe

STATE OF MAINE
KENNEBEC, ss

April 25, 2008

Then personally appeared the above named Philip A. Rowe and acknowledged the foregoing to be his/her free act and deed.

Before me,



Notary Public/Justice of the Peace.
Commission Expiration:

File No. 08-0321

BOBBIE-JEAN ADAM
Notary Public • State of Maine
My Commission Expires Nov. 1, 2012

Received Kennebec SS.
04/28/2008 9:58AM
Pages 3 Attest:
BEVERLY BUSTIN-HATHEWAY
REGISTER OF DEEDS